

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re)
MAR MAR TAIK) Case No. 13-35337-tmb13
Debtor.)

MOTION FOR CREDITOR TO FILE A LATE PROOF OF CLAIM

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW EGP Investments, LLC a/s/o Chase Bank USA, (hereinafter “Movant”) and alleges as follows:

1.

Movant is a creditor of Debtor in the above-captioned cause.

2.

A copy of said debt in the sum of \$6,898.98 is attached as Exhibit 1.

3.

On or about May 8, 2013, and prior to the filing of Debtor’s petition in bankruptcy, the creditor obtained a Judgment in Washington County, Oregon, Case No. C131428CV. A copy is attached as Exhibit 2.

4.

Debtor filed a Chapter 13 bankruptcy on August 21, 2013. Creditor was not listed in the matrix nor did it otherwise learn of the bankruptcy until recently.

5.

Movant never received any notices regarding the filing of a bankruptcy. The time for filing claims expired on December 16, 2013.

6.

Movant requests that the court grant it an extension to timely file the Proof of Claim in the above referenced case.

Respectfully submitted,
C. Thomas Davis.

/s/ C. Thomas Davis

C. Thomas Davis, OSB #812037
Davis Galm Law Firm
12220 SW First Street
Beaverton OR 97005
503-644-9000
tom@davisgalm.com
Of Attorneys for EGP Investments, LLC

Payment Due Date	New Balance	Payment Amount	Minimum Payment
02/07/10	\$6,898.98	\$59.00	\$1,934.00

Account number: 4266 8410 4354 3170

\$

Make your check payable to:
Chase Card Services.
Please write amount enclosed.
New address or e-mail? Print on back.

426684104354317000193400006898980000000000000007

04029 BEX 9 01310 D
MAR M TAIK
13188 NW HARVEST ST
PORTLAND OR 97229-3697



CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014



5000 160 28 203 10435431705

slate
from CHASE

Statement Date:
12/15/09 - 01/13/10



Manage your account online:
www.chase.com/creditcards

Minimum Payment: \$1,934.00
Payment Due Date: 02/07/10

ACCOUNT SUMMARY		Account Number: 4266 8410 4354 3170	
Previous Balance	\$6,692.84	Total Credit Line	\$5,800
Purchases, Cash, Debits	+\$39.00	Available Credit	\$0
Finance Charges	+\$167.14	Cash Access Line	\$1,120
New Balance	\$6,898.98	Available for Cash	\$0

Additional contact information
conveniently located on reverse side

The outstanding balance on your credit card account is scheduled to be written off as a bad debt shortly. As a result, your credit bureau will be updated with a negative rating that could last for up to seven years. We can still help, but you need to call us now at 1-888-792-7547 (collect 1-302-594-8200).

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
01/08	LATE FEE	39.00

FINANCE CHARGES

Category	Daily Periodic Rate 30 days in cycle	Corresp. APR	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08216%	29.99%	\$6,781.00	\$167.14	\$0.00	\$0.00	\$167.14
Cash advances	V .08216%	29.99%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance charges							\$167.14

Effective Annual Percentage Rate (APR): 29.99%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

1
2

Address Change Request

Please provide information below only if the address information on front is incorrect.

Street Address: _____

City: _____

State: _____

Zip: _____

Home Phone: _____

Work Phone: _____

E-mail Address: _____

To contact us regarding your account:

① By Telephone:	?	✉	🌐
In U.S. 1-800-945-2000			
Español 1-888-446-3308	Send Inquiries to:	Mail Payments to:	Visit Our Website:
TDD 1-800-955-8060	P.O. Box 15298	P.O. Box 94014	www.chase.com/creditcards
Pay by phone 1-800-436-7958	Wilmington, DE 19850-5298	Palatine, IL 60094-4014	
Outside U.S. call collect 1-302-594-8200			

Information About Your Account

Crediting of Payments: For payments by regular U.S. mail, send at least your minimum payment due to our Payments address shown on this statement. Your payments by mail must comply with the instructions on this statement, and must be made by check or money order, payable in U.S. Dollars, and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. Do not send cash. Write your account number on your check or money order. Payments must be accompanied by the payment coupon in the envelope provided with our address visible through the envelope window; the envelope cannot contain more than one payment or coupon; and there can be no staples, paper clips, tape or correspondence included with your payment. If your payment is in accordance with our payment instructions and is made available to us on any day except December 25 by 1:00 p.m. local time at our Payments address on this statement, we will credit the payment to your account as of that day. If your payment is in accordance with our payment instructions, but is made available to us after 1:00 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next day. If you do not follow our payment instructions or if your payment is not sent by regular U.S. mail to our Payments address, crediting of your payment may be delayed for up to 5 days. Payments made electronically through our automated telephone service, Customer Service advisors, or our web site will be subject to any processing times disclosed for those payments.

Account Information Reported to Credit Bureaus: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the Inquiries address shown on this statement.

Notice About Electronic Check Conversion: When you pay by check, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Call the Customer Service number on this statement if you have questions about electronic check conversion or do not want your payments collected electronically.

Conditional Payments: Any payment check or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payments address shown on this statement.

Annual Renewal Notice: If your account has an annual fee, it will be billed each year or in monthly installments, whether or not you use your account, and you agree to pay it when billed. The annual fee is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your statement on which the annual fee is charged and at the same time, you pay your outstanding balance in full. Your payment of the annual fee does not affect our rights to close your account and to limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the annual fee until you pay your outstanding balance in full and terminate your account relationship.

Explanation of Finance Charges: We calculate periodic finance charges, using the applicable periodic rates shown on this statement, separately for each feature (e.g., balance transfer/convenience checks and cash advance checks ("check transaction"), purchases, balance transfers, cash advances, promotional balances or overdraft advances). These calculations may combine different categories with the same daily periodic rates. If there is a "V" next to a periodic rate on this statement, that rate may vary, and the index and margin used to determine that rate and its corresponding APR are described in your Cardmember Agreement, as amended. There is a minimum finance charge to any billing cycle in which you owe any periodic finance charges, and a transaction finance charge for each balance transfer, cash advance, or check transaction, in the amounts stated in your Cardmember Agreement, as amended.

To get the daily balance for each day of the current billing cycle, we take the beginning balance for each feature, add any new transactions or other debits (including fees, unpaid finance charges and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the transaction date, the beginning of the billing cycle in which they are posted to your account, or a later date of our choice (except that check transactions are added as of the date deposited by the payee or a later date of our choice). Fees are added either on the date of a related transaction, the date they are posted to your account, or the last day of the billing cycle. This gives us that day's daily balance. A credit balance is treated as a balance of zero. If a daily periodic rate applies to any feature, we multiply the daily balance by the daily periodic rate to get your periodic finance charges for that day. We then add these periodic finance charges to your daily balance to get the beginning balance for the next day. (If more than one daily periodic rate could apply based on the average daily balance, we will use the daily periodic rate that applies for the average daily balance amount at the end of the billing cycle to calculate the daily periodic finance charge each day.)

To get your total periodic finance charge for a billing cycle when a daily periodic rate(s) applies, we add all of the daily periodic finance charges for all features. To determine an average daily balance, we add your daily balances and divide by the number of the days in the applicable billing cycle(s). If you multiply the average daily balance for each feature by the applicable daily periodic rate, and then multiply each of these results by the number of days in the applicable billing cycle(s), and then add all of the results together, the total will also equal the periodic finance charges for the billing cycle, except for minor variations due to rounding. To get your total periodic finance charge for a billing cycle when a monthly periodic rate(s) applies, multiply the average daily balance for each feature by the applicable monthly periodic rate and add the results together. The total will equal the periodic finance charges for the billing cycle, except for minor variations due to rounding.

Grace Period (at least 25 days): We accrue periodic finance charges on a transaction, fee, or finance charge from the date it is added to your daily balance until payment in full is received on your account. However, we do not charge periodic finance charges on new purchases billed during a billing cycle if we receive both payment of your New Balance on your current statement by the date and time your payment is due and also payment of your New Balance on your previous statement by the date and time your payment was due. There is no grace period for balance transfers, cash advances, check transactions, or overdraft advances.

BILLING RIGHTS SUMMARY

In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write Customer Service on a separate sheet at P.O. Box 15299, Wilmington, DE 19850-5299 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information.

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question. If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter or call (using the Inquiries address or Customer Service telephone number shown on this statement) must reach us at least three business days before the automatic payment is scheduled to occur.

Special Rule for Credit Card Purchases: If you have a problem with the quality of goods or services that you purchased with a credit card (excluding purchases made with a check), and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

FOR WASHINGTON COUNTY

WASHINGTON COUNTY COURTHOUSE

145 NE 2nd Ave, Hillsboro, Oregon 97124

(503)846-8888

(503)846-4863 TTY

For Americans with Disabilities, please call (503)846-8767

May 13, 2013

C THOMAS DAVIS
Attorney at Law
12220 SW 1ST STREET
BEAVERTON OR 97005

Bar#: 812037

EGP Investments LLC/Taik Mar M
Case#: CL31428CV C Civil Contract

NOTICE OF ENTRY OF JUDGMENT

A General Judgment with a money award was entered in the register of the court in the above-noted case on May 10, 2013. A notation was made in the register that this judgment creates a judgment lien. A judgment lien attaches a debt for the payment of money to the real property of the judgment debtor(s) who are identified in the judgment document.

This notice is sent in accordance with ORS 18.078.

Client(s) of Addressee:
EGPINVESTMENTS LLC

24

MMF 5/10/13 3:36 P
Status Closed INACPrint Judgments..... Washington Co Circuit Court
Case#..... C131428CV EGP Investments LLC/Taik Mar M
Civil Contract

1 Judgment General Creates Lien

Judgment Status..... Unsatisfd

Docket Entry Date... 5/10/13

Docket Entry Time... 3:35 PM

Judgment Date..... 5/08/13

Volume/Page.....

Judgment..... \$6,898.98

Jgm Attorney Fees... \$600.00

Jgm Court Costs..... \$460.00

POST JGM @ 9% PER ANNUM

PTY	JGMT	ROLE	PLAINTIFF	ROLE	JUDGMENT STATUS
1	Plaintiff	EGP_INVESTMENTS LLC		Creditor	

PTY	JGMT	ROLE	DEFENDANT	ROLE	JUDGMENT STATUS
1	Defendant	TAIK MAR M		Debtor	Unsatisfied
1	Also Knwn	CLARK MARMAR TAIK			

EVT	ENTER DT	FILE DT	EVENT/FILING/PROCEEDING	SCD DT	TIME
13	5/10/13	5/08/13	Judgment General Creates Lien		
		4/29/13	Signed		
		JUD	1. Wipper Janelle Factora		
			Related event # 15		

***** END OF DATA *****

224

THA 5/13/13 1:13 PM

Status Closed

Case Register..... Washington Co Circuit Court
 Case#..... C131428CV EGP Investments LLC/Taik Mar M
 Civil Contract

Case Filed Date..... 2/27/13 Starting Instrument.. Complaint
 Case Started Date... 2/27/13 Originating From..... Original filing
 At Issue Date..... Previous Court.....
 First Setting Date.. Previous Court Case#.
 Trial Scheduled Date Master Case Number...
 Trial Start Date.... Relation to Master...
 Length of Trial..... Amount Prayed for.... \$6,898.98
 Disposition Date.... Termination Stage....
 Final Order Date.... 5/08/13 Termination Type.....
 Reinstated Date.....

Judgment Type..... Judgment General Creat
 Judgment Status..... Unsatisfied
 Judgment Volume/Page.

<u>ROLE</u>	<u>PLAINTIFF</u>	<u>ATTORNEY</u>
1 Plaintiff	EGP Investments LLC	Davis C Thomas

<u>ROLE</u>	<u>DEFENDANT</u>	<u>ATTORNEY</u>
1 DEF JUDG	Taik Mar M	
Also Known	Clark Marmar Taik	

<u>ENTER DT</u>	<u>FILE DT</u>	<u>EVENT/FILING/PROCEEDING</u>	<u>SCHD DT</u>	<u>TIME</u>	<u>ROOM</u>
1	3/01/13	2/27/13 Complaint			
2	3/06/13	3/06/13 Arbitration Eligible			
3	3/13/13	3/11/13 Return Service Summons			
		UPON RUSS, HUSBAND ON 2/28/13			
		W/MAILING			
		DEF 1 Taik Mar M			
		3/04/13 Mailed			
4	4/23/13	4/16/13 Motion Default Order			
		PTF 1 EGP Investments LLC			
5	4/23/13	4/16/13 Motion Judgment			
		PTF 1 EGP Investments LLC			
6	4/23/13	4/16/13 Affidavit			
		NON-MIL, BILL OF DISBURSEMENTS			
		PTF 1 EGP Investments LLC			
7	4/23/13	4/16/13 Affidavit			
		RULE 69B			
		PTF 1 EGP Investments LLC			
8	4/23/13	4/16/13 Statement Attorney Fees			
		PTF 1 EGP Investments LLC			
9	4/23/13	4/23/13 Submitted			
		DEFAULT ORD, ENTRY OF JGM &			
		GEN JGM JFW			
10	4/24/13	4/16/13 Substitution of Attorney			
		PTF 1 EGP Investments LLC			
		PRV 2 Davis C Thomas			
11	5/10/13	5/08/13 Order of Default			
		DEF 1 Taik Mar M			
		4/29/13 Signed			



ENTER DT	FILE DT	EVENT/FILING/PROCEEDING	SCHD DT	TIME	ROOM
		JUD 1 Wipper Janelle Factora			
12	5/10/13	5/08/13 Order			
		FOR ENTRY OF GEN JGM			
		DEF 1 Taik Mar M			
		5/08/13 Signed			
13	5/10/13	5/08/13 Judgment General Creates Lien			
		4/29/13 Signed			
		JUD 1 Wipper Janelle Factora			
		Related event # 15			
		Judgment # 1			
14	5/10/13	5/08/13 Closed			
15	5/10/13	5/10/13 Notice Entry of Judgment			
		PRV 2 Davis C Thomas			
		***** END OF DATA *****			

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing MOTION FOR CREDITOR TO FILE
A LATE PROOF OF CLAIM, on:

Mar Mar Taik
13188 NW Harvest Street
Portland OR 97229

☒ by **MAILING** a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed as shown above and deposited in the post office at Beaverton, Oregon, on said day;

☐ by causing full, true and correct copies to be **HAND DELIVERED** to the parties at the addresses indicated above;

☐ by **FAXING** a full, true and correct copy to the parties indicated above.

DATED: December 16, 2014.

/s/ C. Thomas Davis
C. Thomas Davis, OSB #812037
Attorney for Creditor

I hereby certify that the foregoing is a true copy of the original.

/s/ C. Thomas Davis
C. Thomas Davis, OSB #812037
Attorney for Creditor